

**SUMMARY PLAN DESCRIPTION
FOR THE
STAGE EMPLOYEES LOCAL NO. 18
RETIREMENT PLAN**

JANUARY 2014

ADMINISTRATIVE INFORMATION

Plan Name

Stage Employees Local No. 18 Retirement Plan

Name and Address of Plan Sponsor and Plan Administrator

A Board of Trustees is both the Plan Sponsor and Plan Administrator. The Board of Trustees is responsible for the operation of the Plan. The Board of Trustees consists of employer and employee representatives selected by the employer and the employee organizations that have entered into collective bargaining agreements that relate to this Plan. If you wish to contact the Board of Trustees, you may use the address and telephone numbers below:

Board of Trustees of the
Stage Employees Local No. 18 Retirement Plan
1110 N Old World Third Street, Suite 650
Milwaukee, WI 53203-1117
(414.272.3540)

Employer Identification Number

The Internal Revenue Service assigns an Employer Identification Number, or EIN, to organizations sponsoring benefit plans. These numbers are used in tax filings and other government reporting. Employer Identification Number is 39-6224262.

Plan Number

The Board of Trustees assigns the Plan a number for use in reporting and disclosure filings required under the Employee Retirement Income Security Act of 1974, as amended (ERISA). The Plan number for this Pension Plan is 001.

Type of Plan

Money Purchase Pension Plan maintained for the purpose of providing retirement benefits to eligible participants.

Type of Administration

The individuals named as Plan Administrator are responsible for the administration of this Plan. By acting in a joint fashion, Employer and Employee Trustees may contract for Plan Administrative Services.

Insurance of Plan Assets

The Pension Benefit Guaranty Corporation (PBGC), a federal agency, was established to guarantee certain benefits under defined benefit pension plans because the assets of such plans may not be sufficient to provide the benefits that have been earned. However, the PBGC does not cover defined contribution plans because the assets of such plans are always sufficient to provide the benefits that have been earned. Since this Plan is a defined contribution plan, the PBGC does not insure this Plan.

Name and Address of Agent for Legal Process

Board of Trustees of the
Stage Employees Local No. 18 Retirement Plan
1110 N Old World Third Street, Suite 650
Milwaukee, WI 53203-1117

In addition, service of legal process may be made upon any member of the Board of Trustees at the addresses listed under "Names and Addresses of Plan Trustees" or the Administrative Manager at the union office.

Names and Addresses of Plan Trustees

Chad Bauman
Milwaukee Repertory Theater
108 East Wells Street
Milwaukee, WI 53202

Sam Garst, Union Member
I.A.T.S.E. Local No. 18
1110 N Old World Third Street, Suite 650
Milwaukee, WI 53203-1117

Carol Hayden
Marcus Center
929 North Water Street
Milwaukee, WI 53202

James Luljak, Union Member
I.A.T.S.E. Local No. 18
1110 N Old World Third Street, Suite 650
Milwaukee, WI 53203-1117

Betsy Corry
First Stage
325 West Walnut Street
Milwaukee, WI 53212

Thomas J. Gergerich
I.A.T.S.E. Local No. 18
1110 N Old World Third Street, Suite 650
Milwaukee, WI 53203-1117

Plan's Fiscal Year

Plan records are maintained over a twelve month period beginning January 1 and ending on the subsequent December 31st.

Effective Date of the Plan

The Plan was initially effective on November 13th, 1973, and restated last on October 26, 2000, and amended on September 20, 2002, and amended on January 1, 2008.

Collective Bargaining Agreements

The Plan is maintained pursuant to collective bargaining agreements. Plan participants and beneficiaries may obtain a copy of the agreements upon written request to the union office or copies are available for examination at the union office, 1110 North Old World Third Street, Suite 650, Milwaukee, WI 53203-1117.

Contributing Employers

Plan participants and beneficiaries may write to the Plan Administrator to find out if a participant employer makes contributions to the Plan, if so to find out that employer's address.

Eligibility and Benefits

The types of benefits provided and the Plan's requirements with respect to eligibility, as well as circumstances that may result in disqualification, ineligibility, or denial or loss of any benefits, are fully described in this booklet.

YOUR PARTICIPATION IN THE PLAN

Becoming A Participant

You will become a participant in the Plan as of the date any distribution accounting establishes a positive account balance in your individual account.

Hour of Service

An hour of service is each hour that you are directly or indirectly entitled to payment by your Employer for performance of duties. Therefore, you will earn an hour of service for every hour you work. You will also earn hours of service for each hour you are paid or entitled to be paid where no duties are performed due to vacation, holiday, illness, incapacity, layoff, jury duty, leave of absence, or if you are reemployed with a contributing Employer from service in the uniformed services within the applicable period specified in the next paragraph.

If you die while performing service in the uniformed service, you shall be deemed to have been reemployed on the day immediately preceding your death and to have terminated employment on account of your death.

Service in the Uniformed Services

If you are actively engaged in covered employment prior to entering service in the uniformed services and you are participating in the Plan, if certain requirements are met, you will be permitted to make up the contributions that would have been made under the Plan during the period of service in the uniformed services if you had continued participating in the Plan. Uniformed services means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency. Under this provision of the Plan, no more than five years of pension credit is required to be credited.

In order for you to make up the contributions, once you have finished your service in the uniformed services, you must make yourself available for work in covered employment within the appropriate time period. The appropriate time period in which to return to covered employment is based on the length of your service in the uniformed services. The length of your service in the uniformed services also determines how much time you will have to make up the contributions. When you are discharged or released from service in the uniformed services that lasted less than 31 days, you have no later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service to return to work for a contributing Employer. When you are discharged or released from service in the uniformed services that lasted more than 30 days but less than 181 days, you have no later than 14 days to return to work for a contributing Employer. When you are discharged or released from service in the uniformed services that lasted more than 180 days, you have no later than 90 days to return to work for a contributing Employer. When you are hospitalized or convalescing from a sickness or injury incurred in service in the uniformed services you have until the end of the period that is necessary for you to recover to return to work for a contributing Employer. However, if you do not return to work for a contributing Employer within the applicable time period specified in this paragraph, no credit shall be given.

Contributions to the Plan

Contributions to the Fund are made by your Employer on your behalf as agreed to in a collective bargaining agreement.

Method of Funding the Plan

Individual investments are managed by Smith Barney, Inc.

Establishment of Your Participant Account

When you become a participant in the Plan, Employer contributions will be credited to an account set up in your name.

An annual charge will be made to your account every year after the first to cover the expenses of managing the Plan. This charge is determined by combining together all expenses of the Plan excluding the benefit expenses and the investment expenses. This result is then multiplied by 125% and divided by the total number of participants. A final amount which varies from year to year will be deducted to help cover the cost of administration of the Plan and legal and other professional fees incurred by the Plan.

A new account balance shall be calculated quarterly on January 1, April 1, July 1, and October 1 of each year. The account balance for a particular quarter is calculated by adding the account balance from the previous quarter, Employer contributions and your share of interest earned from the Fund investments. Losses incurred on Fund investments are also shared. The amounts placed in your account are nonforfeitable except that they are subject to adjustment for market fluctuations, losses, costs, charges and expenses of operating the trust. The Plan document gives the Trustees authority to calculate account balances more frequently than quarterly, if necessary due to market conditions.

Lump sum distributions will be based on the account balance of a Participant and approved in the same quarter as the most recent quarterly benefit calculation. If you elect to receive your benefit in installments, the Plan will re-calculate account balances from time to time in accordance with the rules of the Plan.

YOUR BENEFITS UNDER THE PLAN

Eligibility for Normal Retirement Benefits

You will be eligible to receive a Normal Retirement Benefit on the date you reach normal retirement age. You must also apply for the Normal Retirement Benefit on a form provided by the Plan Administrator.

Your normal retirement age is the date you reach 60.

Your normal retirement benefit is payable upon Trustee approval of the application referred to above. The date the benefit begins is the first day of the month coinciding with or following the latest of the following dates:

1. The date you reach normal retirement age,
2. The date specified in your application for Normal Retirement Benefits, or

3. The date your application for Normal Retirement Benefits is approved by the Trustees.

However, under federal law, your benefit must be distributed or commence to be distributed no later than April 1 following the calendar year in which you attain the age of 70 ½, or, if later, April 1 following the calendar year in which you retire. The Trustees will begin the distribution of your benefit by the applicable date in order to comply with federal law even if you do not submit an application for retirement benefits.

Eligibility for Early Retirement Benefits

You will be eligible to receive an Early Retirement Benefit when you reach age 50. You must apply for the Early Retirement Benefit on a form provided by the Plan Administrator. You must apply one (1) year in advance of the start of any retirement benefits which are to be paid.

Your eligibility for Early Retirement starts at age 50 and continues until you reach the normal retirement age of 60.

Your Early Retirement Benefit is payable upon Trustee approval of the application for Early Retirement Benefits referred to above. The date the benefit begins is the first day of the month coinciding with the latest of the following dates:

1. The date you reach early retirement age,
2. The date you specify in your application for Early Retirement Benefits, or
3. The date which is one year from the day the Trustees received your application.

Eligibility for Total and Permanent Disability Benefits

You will be eligible to receive a Total and Permanent Disability Benefit if you sustain a physical or mental condition which totally prevents you from working in any regular job and which will last permanently. The Total and Permanent condition must occur before you reach age 60. The Trustees decide whether you are totally and permanently disabled after you or someone else provides an application and medical evidence of your physical or mental condition.

The Trustees may ask you to undergo a medical examination by a doctor selected by them in order to help determine whether you are totally and permanently disabled or to help them determine whether you continue to be totally and permanently disabled after this initial determination.

Your Total and Permanent Disability Benefits will stop:

1. if you obtain employment or return to work for pay,
2. if the Trustees determine, on the basis of medical evidence, that you are able to resume employment for pay,
3. if you refuse to undergo one of the periodic medical examinations which the Trustees may ask you to undergo, or
4. you die.

Survivor Benefits

Someone who you designate as beneficiary will receive the amount of your account balance when you die. The person you designate as your beneficiary must file an application for the Survivor Benefit provided by the Trustees.

The Survivor Benefit is payable to the beneficiary whether your death occurs before or after retirement or before or after the start of disability benefits.

The beneficiary Survivor Benefit is payable upon Trustee approval of the application for the Survivor Benefit. The date the benefit is paid or begins to be paid is the 1st day of the month coinciding with or following the latest of:

1. The month you die, or
2. The date specified on the beneficiary's application for Survivor Benefits.

Eligibility for Severance Benefits

You are eligible to receive a Severance Benefit if you are not employed for a period of 12 months. You must notify the Trustees in writing that your employment has stopped and you must apply for Severance Benefits.

If you are not employed for a period of less than 12 months, you can still receive your Severance Benefit if you experience severe financial hardship as determined by the Trustees. The Plan defines severe financial hardship as circumstances of sufficient severity that a participating employee is confronted by present or impending financial hardship or his family is endangered by present or impending want or privation.

Your Severance Benefit is payable upon Trustee approval of the application for the Severance Benefit. The date this benefit begins is the 1st day of the month coinciding with or following the later of:

1. the date twelve (12) months from when you last worked or an earlier period approved by the Trustees in the case of hardship,
2. the date specified in your application for Severance Benefits,

3. the date your application for Severance Benefits is approved, or
4. the date you become 50 years old.

METHODS OF PAYMENT OF BENEFITS FOR EACH BENEFIT

Normal, Early, Total and Permanent Disability Benefits

Normal, Early, Total and Permanent Disability Benefits are paid in one or a combination of the following methods:

1. A lump sum distribution of your account balance, or
2. Equal installments of not less than \$100.00 each paid by the Plan out of your account balance on a monthly, quarterly or other basis.

However, if you are married, the Joint and Survivor form of benefit payment will automatically be deemed to have been elected unless you elect not to take the Joint and Survivor form of benefit.

The Joint and Survivor form of benefit is a reduced benefit paid to you during your lifetime and in the event of your death, before or after retirement, continued payments to your spouse of one-half the amount of your monthly benefit for the rest of his or her life.

If the total lump sum value of your account balance is \$5,000 or less, you will receive payment in the form of a lump sum distribution.

If you retire with a Joint and Survivor form of benefit and subsequently divorce, your ex-spouse will be entitled to receive the survivor benefit upon your death, unless a Qualified Domestic Relations Order (QDRO) provides otherwise. When the Administrative Manager of the Plan receives a proposed QDRO from you or another party-in-interest, the Administrative Manager will send written notice of receipt of such Order to each person named in the Order as being entitled to benefits under the Plan at the addresses specified in the Order, together with a copy of any procedures. If benefits are in pay status, the Administrative Manager will separately account for and invest all amounts affected by the Order. Upon review of the Order, the Administrative Manager will advise the parties requesting approval of the Order of any changes necessary for the Order to be recognized as qualified. Upon receipt of an Order acceptable to the Administrative Manager, the Administrative Manager will advise the interested parties that the Order will be recognized as qualified. For a free copy of the Plan's QDRO procedures, you and/or your beneficiaries should contact the Fund Office. If you have questions about QDROs, please contact your attorney or the Fund Office.

If you elect not to take the Joint and Survivor form of benefit, your election must be in writing and your spouse must consent in writing to the election in order for it to be effective. This consent must be witnessed by a Plan representative or a notary public.

The election not to receive a Joint and Survivor form of benefit must be made within the ninety day period ending on the annuity starting date. The annuity starting date is the first day of the first period for which an amount is received as an annuity.

Effective for distributions commencing on or after January 1, 2009, if you elect not to take the Joint and Survivor Annuity form of benefit, you will have the opportunity to elect, in addition to the optional forms of benefit described in this section, a Qualified Optional Survivor Annuity. The Qualified Optional Survivor Annuity form of benefit is a reduced benefit paid to you during your lifetime and in the event of your death, before or after retirement, continued payments to your spouse of seventy-five percent of the amount of your monthly benefit for the rest of his or her life.

Survivor Benefit

The Survivor Benefit is also payable in a lump sum, in equal installments of not less than \$100.00, or in a combination of the two methods.

If you are married and you die before your normal retirement age, the amount of your account balance will be used to purchase a pre-retirement annuity contract from an insurance company unless you elect to not have this Pre-retirement Survivor Annuity form of benefit to apply. The annuity contract will be given to your surviving spouse and the insurance company will pay the death benefit no later than the date you would have reached normal retirement age.

If you elect to have the Pre-retirement Survivor Annuity form of benefit not apply, your spouse must consent in writing to the election in order for it to be effective. The consent must be witnessed by a Plan representative or a notary public.

An election to have the Pre-retirement Survivor Annuity not apply is effective under the same rules as the election not to receive a Joint and Survivor annuity. However, the election period begins on the first day of the plan year in which you attain age 35 and ends on the annuity starting date.

Severance Benefits

If you have not reached the age of 50 (early retirement age), then your Severance Benefit is payable in a lump sum unless you are married and the Joint and Survivor form of benefit described above is in effect.

If you are 50 years old or older, then your Severance Benefit is payable in a lump sum, in equal monthly installments of not less than \$50.00, or a combination of the two methods unless the Joint and Survivor form of benefit described above is in effect.

Rollover of Certain Benefit Forms

If you choose to receive your benefit in a lump sum, or choose to receive a portion of your benefit in a lump sum, you will be given the option of receiving the lump sum portion of the benefit directly or to have the lump sum portion of your benefit rolled over to an individual retirement account (IRA), an individual retirement plan (Roth IRA), or to a different qualified retirement plan, such as a 401(k) plan, a pension or profit sharing plan, a Section 403(b) plan or Section 457(b) plan as defined in the Internal Revenue Code. If you choose a direct rollover, any payment you choose to rollover will not be taxed in the current year and no income tax will be withheld. Your payment will be taxed later when you take it out of the eligible retirement plan. A rollover to an individual retirement account or a different qualified retirement plan also can apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under the terms of a QDRO. The Trustees of the Plan will provide you with a notice further explaining the benefit payment options, rollover rules, federal tax treatment of Plan distributions and the mandatory tax withholding requirements for a benefit which is not directly rolled over at the time of your written application for benefits.

TOP-HEAVY PROVISIONS

Determination of Top-Heavy Status

The Internal Revenue Code provides a complicated set of rules for determining whether the Plan is top-heavy. The Plan will be deemed to be a "top-heavy" plan if 60% of its total account balances are held for the benefit of certain key employees. Key employees mean any employee or former employees (including any deceased employee) who are generally officers, shareholders, owners and highly compensated employees. It is highly unlikely that our Plan will ever become top-heavy. However, each year we determine if our Plan is top-heavy for that year.

Minimum Contributions

For any plan year in which the Plan is top-heavy, the Employer contributions allocated to your account, if you are not a key employee, shall not be less than the lesser of 4% of your compensation or the highest percentage or compensation so allocated to any key employee for such plan year.

For any year in which the Plan is top-heavy, only the first \$200,000 (or such larger amount as may be prescribed by the Secretary of the Treasury or his delegate) of a participant's annual compensation shall be taken into account for purposes of determining the allocation of Employer contributions under the Plan.

Vesting

If you are credited with an hour of service while this Plan is top-heavy, or in any plan year after a plan year in which the Plan was top-heavy, the nonforfeitable percentage of your company contribution account balance will be determined in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
1	100%

CLAIMS PROCEDURE

Application

You must fill out and provide to the Board of Trustees an application for whatever benefit you wish to receive. The Trustees may approve the application, deny it completely, or deny it in part.

Claims Procedure

If you, as a participant, or your beneficiary believe you are entitled to a benefit or to a greater amount of benefits under the Plan than the amount you have received or are receiving, you may file a claim with the Board of Trustees. This claim must be in writing and must include the following information:

1. The nature of the claim or the reason(s) for making the claim,
2. The facts supporting the claim,
3. The amounts claimed, and
4. The name and address of the person filing the claim.

The Board of Trustees have 90 days after receiving the claim (180 in some cases) to answer it in writing, stating whether it has been granted or denied.

Effective for all disability claims filed on or after January 1, 2002, the Board of Trustees will notify you of the Plan's adverse benefit determination within a reasonable period of time, but not to exceed 45 days after receipt of the claim by the Plan.

Procedure for Review of Denied Claims

Notice of Denial of Claim. The Trustees or Administrative Manager shall give written notice to you or your beneficiaries, dependents, or authorized legal representatives, as may be appropriate, whenever there has been denied, in whole or in part, a claim with respect to eligibility for, or amounts of benefits. Such notice shall include the following:

1. The specific reason or reasons for denial,
2. The pertinent provisions of the Plan (such as eligibility rules, insurance policies, etc.) on which the denial is based, and
3. An explanation of the Fund's Claim Review Procedure and the time limits applicable to the review procedure, including a statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination.

If additional time, beyond 90 days, is required to process your claim, you will be notified in writing why additional time is necessary. This notice will be sent to you before the end of the initial 90-day processing period.

Effective for all disability claims filed on or after January 1, 2002, the 45 days above may be extended by the Plan for up to 30 days, provided that the Trustees or Administrative Manager determine an extension is necessary and notifies you before the initial 45 day period expires. If an additional extension is needed, the Trustees or Administrative Manager will notify you before the 30 day extension expires.

Request for Review

Within sixty (60) days after you receive the notice described in the "Notice of Denial of Claim" subsection, wherein your claim for benefits is denied in whole or in part, or if you are otherwise dissatisfied with a determination of the Trustees or Administrative Manager with respect to your eligibility for, or the amount of benefits, you may, in writing:

1. Request a review of such denial of such claim,
2. Request an inspection of designated, pertinent documents or files, or
3. Submit issues and comments, as well as any additional or supplemental material or information which may have been requested in the Notice of Denial referred to above or which you may consider desirable or necessary.

As part of such written request for review, you may request a hearing, and, in such event, you (or your duly authorized representative) shall be afforded an opportunity to appear before the Board of Trustees. No verbatim record of any such hearing or appearance need be made, but the Plan Administrator shall prepare a summary of the presentation and preserve the same along with any documents which the Trustees deem pertinent, or you request to have included in the file.

Effective for disability claims filed on or after January 1, 2002, you may file an appeal of your denied disability claim to the Trustees. Your written request for review of the claim must be filed with the Plan Administrator within 180 days after the date the claim is

denied. In reconsidering your denied disability claim that is based in whole or in part on a medical judgment, the Trustees will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your disability claim, will be identified without regard to whether the advice was relied upon in making the determination. The health care professional engaged for purposes of a consultation will not be the same individual consulted with on the initial determination, nor the subordinate of any such individual. In deciding an appeal of a disability claim, the Trustees shall not afford deference to the initial claim decision.

Your request for review of a claim denial will, in most instances, be acted on within 60 days after your request for review is made. Special circumstances may require a longer period of time to review your request for review. If this is the case, you will be notified of the reason for the delay and the date you can expect your request for review to be acted upon.

The Trustees will issue a written appeal decision of a denied disability claim filed on or after January 1, 2002, within a reasonable period of time, but not to exceed 45 days after receipt of the request for review by the Plan. This period may be extended by the Trustees for up to 45 days, provided that the Trustees determine an extension is necessary and notify you before the initial 45 day period expires. If an extension is needed, you will receive written notice from the Trustees of the special circumstances and the date your disability claim appeal will be determined.

To the extent any such duties may be delegated to others, the Trustees retain the right to ultimately decide all appeals, in their sole and absolute discretion. Benefits under the Plan will be paid only if the Trustees decide in their discretion that the applicant is entitled to them. Any exercise by the Trustees of their discretionary authority with respect to construction and interpretation of the Plan, Trust, Summary Plan Description or eligibility for benefits shall be final and binding. You must submit a request for review of a decision, denial or reduction in writing to the Plan Administrator, and follow and exhaust all of your Plan administrative remedies prior to commencement of any lawsuit against the Plan or the Plan Administrator. Effective for claims filed on or after January 1, 2008, no legal action (including actions or proceedings before administrative agencies) regarding your application or claim concerning your eligibility for, or amount of, your benefits from and under the Fund or Plan may be commenced later than two years from the date the claim was initially filed on which the legal action is based.

AMENDMENT AND TERMINATION OF PLAN

Amendment of the Plan

The Trustees may make any amendment to the Plan retroactive in order to remain qualified under the Internal Revenue Code. The Trustees must vote unanimously to make the amendment retroactive.

Pursuant to Article XI, Section 11.1 of the Plan, the Trustees have the authority and reserve the right to change, add, modify, delete benefits, eligibility rules, or any other provisions relating to the operation of the Trust Fund whenever, in their sole discretion and judgment, conditions so warrant, to take effect in the future by a majority vote.

No amendment to the Plan will be made which would result in reducing your retirement benefits if you are vested or retired and no amendment to the Plan will cause any part of the Trust Fund to be used or diverted for purposes other than for the benefit of participants or their beneficiaries covered by the Plan.

Termination of the Plan

Pursuant to Article XI, Section 11.2 of the Plan, the Trustees have the authority and reserve the right to terminate the Plan whenever, in their sole discretion and judgment, conditions so warrant. If one or a combination of the following events occurs, the Plan will cease to exist:

1. The Plan, in the opinion of the Trustees, is no longer able to carry out the intent and purpose of the Plan, or be inadequate to meet the payments due or to become due under the Trust Agreement and under the Plan to persons already drawing benefits,
2. No individuals are living who can qualify as a Plan participant, or
3. The union, all participating Employers, and all participating employer groups terminate the Plan, or
4. In the event of termination as may be otherwise provided by law.

If the Plan is terminated, expenses incurred up to the date of termination will be paid. The remaining assets will be used to provide you with the amount remaining in your account balance. Your account balance will be 100% vested in the event of a Plan termination.

STATEMENT OF ERISA RIGHTS

As a participant in the Milwaukee Theatrical Stage Employees Retirement Fund, you are entitled to certain rights and protections under the Employee Retirement Income

Security Act of 1974, as amended (ERISA). ERISA provides that all Plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as union halls and work sites, all documents, governing the Plan, including insurance contracts, collective bargaining agreements, a list of participating employers and employee organizations sponsoring the Plan and a copy of the latest annual reports (Form 5500 Series), filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).

Obtain copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, a list of employers and employee organizations sponsoring the Plan and copies of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor, upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary financial report.

Obtain, once a year, statements from the Board of Trustees of the total amount in your individual account and the total amount of your nonforfeitable (vested) retirement benefits. If you are not vested, the statements should tell you the earliest date on which your benefits will become nonforfeitable (vested). The Board of Trustees must require a written request for these statements, and the Board of Trustees is not required to give the statement more than once a year, but the statements must be provided to you without charge.

File suit in a federal court if you request a copy of Plan documents or the latest annual report from the Plan Administrator and do not receive them within 30 days of your request, unless the materials were not sent because of matters beyond the control of the Plan Administrator. The court may require the Plan Administrator to pay you up to \$110 for each day's delay until the materials are received.

In addition to creating rights for Plan participants, ERISA imposes obligations upon the persons who are responsible for the operation of the employee benefit plan.

These persons are referred to in the law as "fiduciaries." Fiduciaries must act solely in the interest of the Plan participants and beneficiaries and they must exercise prudence

in the performance of their Plan duties. Fiduciaries who violate ERISA may be removed and required to compensate the Plan for any losses they have caused the Plan.

Your Employer, your union, or any other person, may not fire you or discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, in full or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. If you have a claim for benefits which is denied or ignored, in full or in part, you have a right to file suit in a federal or a state court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If Plan fiduciaries are misusing the Plan's money, or if you are discriminated against for asserting your rights, you have a right to file suit in a federal court or request assistance from the U.S. Department of Labor. The court will decide who should pay court costs and legal fees. If you are successful in your lawsuit, the court may, if it so decides, require the other party to pay your legal costs, including attorney's fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you should have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. For single copies of publications, contact the EBSA Brochure Request Line at 866.444.3272, or contact the EBSA field office nearest you.

You may also find answers to your Plan questions at the EBSA website at <http://www.dol.gov/ebsa/>.

Nothing in this statement is meant to interpret or change in any way the provisions expressed in the Plan document. The Trustees have the authority and reserve the right to amend, modify or discontinue all or part of the Plan whenever, in their sole discretion and judgment, conditions so warrant.

MISCELLANEOUS

Change in Address

It is extremely important that you keep the Fund Office informed of any change in address or desired change in beneficiary. This is your obligation and failure to fulfill this obligation could jeopardize you and your dependents' eligibility for benefits.

The importance of a current, correct address on file in the Fund Office cannot be overstated! It is the only way the Trustees can keep in touch with you regarding Plan changes and other developments affecting your interests under the Plan.

Overpayment or Erroneous Benefit Payment

If you, your beneficiary or any other party entitled to your pension benefits as described herein receives an overpayment or an erroneous payment from the Fund Office, your pension benefits will be reduced by the amount of any such overpayment or erroneous payment under this Plan to the extent that such overpayment or erroneous payment has not been repaid to the Fund.

Interpretation of Plan

Only the Board of Trustees and their Administrative Manager are authorized to interpret the Plan of benefits described in this booklet. No Employer, union, or any representative of any Employer or union, is authorized to interpret this Plan on behalf of the Board of Trustees -- nor can such person act as an agent of the Board of Trustees. The Board of Trustees have the sole and absolute discretion to construe and interpret any of the Plan's provisions or any other provisions relating to the operation of the Plan and their determination of the appropriate standard of proof is final and binding.

If you have any questions about this Plan, your questions should be directed only to the Board of Trustees.

Address your inquires to:

Board of Trustees
Stage Employees Local No. 18
Retirement Plan
1110 N Old World Third Street, Suite 650
Milwaukee, WI 53203-1117

In the event of any conflicts or inconsistencies between the description of the Plan provisions contained in the Summary Plan Description and the actual provisions of the Plan, the actual provisions of the Plan will govern and be the final authority. Nothing in

this Summary Plan Description book is meant to extend or change in any way the provisions expressed in the Stage Employees Local No. 18 Retirement Plan or Trust Agreement.

Employers Have No Right to the Fund

No Employer who contributes on your behalf has any right, title or interest in the contributions placed in your account or any other account making up the Fund. No part of the retirement Fund will ever revert to the Employer or group of Employers.

Non-Alienation of Benefits

Benefits payable to you or any beneficiary under this Plan are not subject to anticipation, alienation, mortgage, hypothecate, sale, transfer, assignment, pledge, encumbrance, charge, or impair them to someone else or divest for cause of any of the benefits paid by the Plan, except as otherwise provided under federal law, and they are exempt from garnishment, execution, attachment, pledge or bankruptcy. Payments will be made directly to you or to such other person as the Trustees designate in the event you are incapacitated. No payment of benefits is transferable or otherwise assignable except pursuant to a Qualified Domestic Relations Order.

